

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM SERVICES LLC,

Petitioner,

v.

DAVID BARSKY,

Respondent.

No.

COMPLAINT

Petitioner Amazon.com Services LLC (“Amazon”) files this Complaint for entry of a confession of judgment against Respondent David Barsky, alleging as follows:

**I. SUMMARY**

Respondent David Barsky was a third-party seller on Amazon.com. Barsky deceived Amazon into opening multiple third-party seller accounts without authorization, covertly operated those fraudulent accounts, sold counterfeit products to Amazon customers through those accounts, and fabricated invoices to misrepresent his inventory sourcing. Barsky initiated an arbitration alleging claims arising from Amazon’s suspension of his various accounts. After a hearing, however, the Arbitrator denied all Barsky’s claims in their entirety, and issued an award in favor of Amazon on its counterclaims. The Arbitrator awarded Amazon \$60,000 in damages, and further ruled that Amazon was entitled to recover its attorneys’ fees and costs. In lieu of litigating the amount of the fee award, the parties entered into a settlement agreement, which provides for entry of a confession of judgment against Barsky.

## II. PARTIES

1. Amazon.com Services LLC is a Delaware limited liability company with its principal place of business in Seattle, Washington.

2. David Barsky is an individual residing in Florida.

## III. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) and 9 U.S.C. § 9 because the locale for the underlying arbitration was Seattle, Washington, and this judgment arises out of a settlement entered between the parties to resolve arbitration proceedings in Seattle, Washington. The Court has personal jurisdiction over Barsky pursuant to his participation in the arbitration in Washington and by his express consent pursuant to a settlement agreement between the parties.

## IV. FACTS

4. Amazon operates the Amazon.com store. Amazon has worked hard to build customer trust as an online retailer. In addition to its own sales, Amazon partners with third parties who sell products to customers through Amazon's online store.

5. Barsky was a third-party seller on Amazon.

6. On August 28, 2019, Barsky filed a demand for arbitration (the "Demand") with the American Arbitration Association (the "AAA"), entitled *David Barsky and Best Warehouse Deals LLC v. Amazon.com, Inc.*, Case No. 01-18-0004-4731. The Demand alleged claims arising from Amazon's suspension of Barsky's third-party seller accounts for various violations of the parties' contract and Amazon selling policies. Barsky sought damages of up to \$110,663.85, plus fees and costs. Amazon filed counterclaims against Barsky on September 12, 2019, for breach of Contract, violation of the Computer Fraud and Abuse Act (CFAA), and violation of the Washington Consumer Protection Act (CPA).

7. In its counterclaims, Amazon alleged Barsky defrauded Amazon and its customers by creating, purchasing, and operating a ring of covert seller accounts without

1 authorization using pseudonyms or other false credentials to deceive Amazon and its customers.  
2 Amazon also alleged it had received numerous complaints that Barsky used these fraudulent  
3 accounts to sell counterfeit products and that Barsky defrauded Amazon and its customers by  
4 fabricating invoices to misrepresent his inventory sourcing. Amazon sought dismissal of  
5 Barsky's claims, damages of up to \$75,000.00, and attorneys' fees and costs.

6 8. On January 17, 2019, the AAA duly appointed Ramina Dehkoda-Steele as the  
7 Arbitrator in this matter. The parties held an evidentiary hearing on February 10, 2020. The  
8 locale of the arbitration was Seattle, Washington.

9 9. On March 12, 2020, Arbitrator Dehkoda-Steele issued an interim award in  
10 Amazon's favor. Arbitrator Dehkoda-Steele found that Barsky "was not able to provide any  
11 credible evidence or testimony to substantiate [his] claims" and dismissed all Barsky's claims  
12 with prejudice. The Arbitrator concluded that Amazon "presented credible testimony and  
13 documentary evidence on each of [its] counterclaims," for breach of contract and violation of the  
14 CFAA and CPA. The arbitrator ordered Barsky to pay Amazon \$60,000.00 in damages on its  
15 counterclaims, plus attorneys' fees and costs as the prevailing party on its CPA and CFAA  
16 counterclaims. The arbitration award is attached to this Complaint as **Exhibit A**.

17 10. Pursuant to the arbitrator's award, Amazon filed a request for fees and costs in the  
18 amount of \$194,832.71 on April 3, 2020.

19 11. Before the issuance of a final award, the parties entered a confidential settlement  
20 agreement, which provides for entry of a confession of judgment against Barsky in this Court.  
21 The parties' settlement agreement provides that Washington law governs.

## 22 V. PRAYER FOR RELIEF

23 Based on the foregoing, Amazon respectfully requests that the Court enter judgment  
24 consistent with Barsky's confession of judgment.  
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1 DATED this 29th day of April, 2020.

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